



कृषि विश्वविद्यालय कोटा
AGRICULTURE UNIVERSITY KOTA

बोरखेडा, बारा रोड, कोटा 324001 (राज.)
Borkhera, Baran Road, Kota 324001 (Raj.)

Tel : 0744-2321205
Fax : 0744-2321205
Email: auKota2013@gmail.com

No. F. ()/AU/Kota/2018-19/ ११८१-८५

Date: ११.१२.१८

PRESCRIBED TENDER FORM FOR SUPPLY OF STATIONARY ARTICLES FOR 12 MONTHS IN REFERENCE TO OUR NIT No.....2.....

Note: Tender must be submitted strictly in accordance with all the terms & conditions of the Tender-Notice and in the tender form issued by the University, otherwise the tender shall not be considered and shall be rejected outright. Counter conditions shall not be accepted. Tenderers/Suppliers should read these conditions very carefully and comply strictly before submitting their tender. If a tenderer has any doubts regarding the interpretation of any of the conditions or specifications mentioned in these documents he should, before submitting the tender, refer these to the University and obtain clarification. The decision of the University regarding interpretation of the conditions and specification shall be final and binding on the tenderers.

There are two sets of tender forms containing the following documents:-

1. Tender Notice No.
2. Special terms and condition for supply of stationary
3. General terms and conditions of tender
4. Form for quoting the rates

Please retain one set for your record and submit one complete set duly filled in, signed and stamped on every page along with the earnest money / bid security remittance evidence, failing which, the tender will be rejected.

Encl: As above.


COMPTROLLER

Details about the tenderer: To be filled in by the tenderer:

1. Name & complete address of the Tenderer:.....
.....
2. Earnest money/ bid security deposited in form of :.....
Bank Draft/Pay Order No.dated..... for Rs. 10,000/-
(Cheques/FDR and cash are not acceptable in any case). ✕

I/We declare that I/We have read all the terms and conditions & specifications of the work mentioned in all the above documents of the tender-form and I/We agree to confirm to these.

Dated:

SIGNATURE OF THE TENDERER

(With seal/Stamp)



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Tel : 0744-2321205
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Email: auKota2013@gmail.com

No. F. ()/AU/Kota/Tender/Stationary/2018-19/ 11181-85-

Date: 11-12-18

M/s.

.....

.....

Sub : Tender form for supply of Stationary (Rate Contract).

Ref: Our NIT No.....2.....

Dear Sir,

With reference to NIT cited above, please find enclosed herewith the following:-

1. Tender documents for supply of Stationary.
2. Special terms and conditions for supply of Stationary.
3. General terms and conditions of tender.
4. Form for quoting the rates.

The tender form alongwith terms and conditions duly completed and signed must accompanied with a demand draft towards earnest money / bid security and be submitted to this office by 21.12.2018.

Please Note :-

1. No tenders will be entertained without earnest money/ bid security.
2. On envelope, the category of tender (i.e. tender for Stationary) due date on 21.12.2018 up to 01:00 PM. etc. must have been explicitly mentioned.
3. If the tender form, special and general terms & conditions are down loaded from the University website <http://aukota.org/> or SPPP (State Public Procurement Portal). Then tenderer has to enclose a demand draft of Rs. 500/- (Rs. Five Hundred Only) alongwith tender form in addition to earnest money. If taken physically from University office the amount will be deposited in cash or by D.D., & Rs. 550/- (Rs. Five Hundred Fifty Only) if taken by post as tender form fee (Non-refundable) in favor of the Comptroller, Agriculture University, Kota payable at Kota failing which the tender shall not be considered. Tender form may also be obtained form, University administrative office by depositing Rs. 500/- cash.
4. Tenders must be submitted in double cover. The inner cover must be sealed.

Encl: as quoted above

Yours faithfully,

COMPTROLLER



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Date: 11.12.18

SPECIAL TERMS & CONDITION FOR SUPPLY OF STATIONARY RATE CONTRACT
MANUFACTURERS AUTHORISED DEALERS

1. Properly sealed tenders are invited from the bonafide suppliers for supply of various stationery items required for the use of various units of the University for the period of 12 months w.e.f the date of agreement after approval by Vice chancellor of the university.
2. Tenders should be submitted on prescribed tender form enclosed here with (page.....) to the Comptroller, Agriculture University, Kota and should reach on or before 21.12.2018 upto 01:00 PM. The Tender should be submitted in a bigger envelope containing two envelopes; one containing the earnest money/ Bid Security and the other containing the rest of the documents and duly sealed and marked "TENDER FOR SUPPLY OF STATIONERY NOT TO BE OPENED BEFORE 21.12.2018 at 02:00 PM". The tenders will be opened in the meeting hall of university in the presence of tenderers or their authorized representative who may wish to be present on 21.12.2018 at 02:00 PM. In case the tender is handed over personally at the university office then a receipt should be obtained. Further tenderer may also sent tender form by Registered Post. However the University will not be responsible for any postal delay. Any tender received after the due date and time shall not be considered at all.
3. The tender must be accompanied with an Earnest money / bid security of Rs. 10,000/- (Ten thousand only) in the form of Demand Draft / Pay Order in the name of COMPTROLLER, AGRICULTURE UNIVERSITY, KOTA payable at Kota failing which they will be liable to be rejected. Cash/ Cheques / F.D.R. are not accepted in any case. The earnest money / bid security will be converted in Security Deposit for successful tenderer, if he/ she wishes so otherwise separate security shall be obtained (by way of DD only), which is 5% of supply order given. No interest is payable on earnest money & security deposit.
4. Tender must be submitted strictly in accordance with the terms & conditions and specifications of the Tender document and the tenderer should not quote their own / counter condition while submitting their tender documents otherwise the tender will liable to be rejected. Once the tender is submitted, it will be considered and construed that the tenderer agrees to all the terms & conditions of the tender.
5. Tenderer must have to sign each page of tender unsigned tenders are subject do rejection prime face
6. The rates should be quoted in the prescribed tender from enclosed herewith only. The rate should be quoted inclusive of all taxes, if extra then mentioned separately.
7. **Rates must be quoted upto the indenter destination:** The material will have to be supplied to all the constituent units of the AU, Kota situated at Kota and other stations specified in the supply in the supply order. Presently the various units of the University are located at Kota/ Sawai-Madhopur/ Anta (Baran)/ Jhalawar/ Bundi/ Hindaun (Karauli), & ARSS, Aklera/ Khanpur. The Unit officer will place order as per their requirement during contract period.
8. The rates shall remain firm and fix during the contract period and no increase shall be allowed.
9. The University would pay the increased GST if imposed by the Govt. during the tenure of rate contract on submission of proof.
10. Validity of the tenders/offers would be 60 days from the date of opening of the tender.
11. The approved rate shall be effective upto 12 months from the date of agreement with the tenderer.
12. The tenderer is not allowed to withdraw or modify his offer or add any condition after opening of the tender, otherwise his earnest money / bid security is liable to be forfeited.

13. University reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reason and accept one or more tender for all or any one or more items for which tender has been submitted.
14. **Approved tenderer will have to execute an agreement in the prescribed format (which shall be supplied with the tender form) on a non-judicial stamp of Rs. 500/- at his own cost within fifteen days from the approval of the tender by the Hon'ble Vice Chancellor.**
15. The tender must be submitted accurately in accordance with the conditions of the tender and all the enclosures (duly signed and stamped) otherwise the tender will be rejected.
16. If the purchase order (S) is/are not executed in time and/or the satisfaction, the contract approval can be repudiated at any time by the University, AU, Kota. After giving an opportunity to the Tenderer for being heard.
17. *Tenderer must be registered in commercial taxes deptt. Registration certificate must be enclosed otherwise tender shall not considered. Tenderers must have GST registration.*
18. Not with standing anything contained herein before in these special terms & conditions the University reserves to itself the right to take action against the defaulting suppliers or against the supplier/agent(s) for any kind of misbehavior or for any breach of the contract what-so-ever by way of working imposes of any penalty forfeiting of security money, cancellation of order, cancellation of the agreement and ban on future business dealing. (as per RTPP Act, 2012)
19. **Rates must be quoted in form of tender-rates in appropriate column only. Rates may not be quoted otherwise. Rate must be typed or inked written, if there is discrepancy in words and figures. The words shall be taken into consideration.**
20. The ordered material will have to be supplied within 10 days from the date of placing the Purchase Order the 'Urgent' marked purchase order(s) will have to be supplied executed immediately within the period as mentioned in the order(s). Validity of the order can be extended by the purchaser(s) failing which 'Risk Purchases may be made from the other supplier(s) and difference paid to or any pertinent letter from any purchaser(s) i.e. Direct Demanding Officers of any of the unit.
21. In case the ordered goods are not submitted according to the specification tenderer has no replace it at his own cost & it not supplied in time, the Security Deposit will be forfeited and excess amount if any, incurred by the University will also be recovered from the tenderer.
22. **The period of rate contract is one year from the date of signing agreement, If the performance of successful tenderer is satisfactory & variation in market prices shall not be significant it may be extended for further period of one year subject to approval of Hon'ble Vice chancellor of University.**
23. *This is rate contract for price only without a commitment for quantity, place and time of supply. No minimum quantity is guaranteed & tenderer have no right to claim for compensation. University reserves the right to vary quantity & tenderer is bound to fulfill the same otherwise his rate contract is liable to rejection & items shall be purchased at tenderer's cost.*
24. *This rate contract may be entered with more than one bidder as per in the order of standing in tender in final evaluation by giving then counter offer of prices of the lowest bidder in order to secure prompt delivery of goods if quantity required is beyond the capacity of the lowest bidder. (Parallel Rate contract.)*
25. *The price under this rate contract shall be subject to the price fall clause. It is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes/ reduces its price to render similar goods, at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract & the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving*

them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

26. Payment of the bill shall be made only after goods are delivered at the intender Stores and on inspection if they are found as per specification. No part payment will be entertained/accepted. No request for making supply in installments will be considered.
27. **University standing purchase committee may provide the sample to lowest tenderer and Parallel Rate contract holder for the supply to be strictly in order of the sample given/ specification.**
28. In case the tenderer is an authorized Stockiest/Dealer/Agent/Suppliers or the Manufacture for supply of tendered items; Photostat attested true copies of the supporting documents (received from Manufacture) must be submitted along with the tenderer.
29. If the tenderer requires extension of time in supply on account of any hindrances, he /she apply in writing but he should not apply after the prescribed delivery period. University with of without liquidated damages may extend the supply period. If with liquidated damages than the recovery on the basis of following percentage of value of unsupplied material shall be done.

A. Delay upto one fourth period of the prescribed delivery period:	2.5%
B. Delay exceeding one fourth but not exceeding half of the prescribed delivery period:	5.0%
C. Delay exceeding half but not exceeding three fourth of the prescribed delivery period:	7.5%
D. Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period:	10.0%
30. **Remaining provision shall be as per RTPPR-2013 (Rajasthan Transparency in Public Procurement Rules-2013) to be seen on Finance Deptt. website www.financerajasthan.gov.in.**
31. **GST provision will be applicable as per circular of Government of Rajasthan**
32. **TDS shall be deducted as per direction of Government.**


COMPTROLLER

I/We hereby declare that I/ We have read carefully all the above mentioned Special Terms & Conditions and I/We agree to confirm these.

SIGNATURE OF THE TENDERER
WITH HIS FIRM'S RUBBER STAMP

To,
The Comptroller,
Agriculture University Kota

Sub: Tender for supply of Stationery Articles
Ref: Your Tender Notice No.

Sir,

In response to the above-referred Tender Notice, we are submitting our offer for supply of Stationer Articles. The details are as under:

1. Name of the Tenderer.....
2. Address of the Tenderer.....
3. Phone No.....
4. Fax No.....

1. The rates for the supply of the Stationery Articles are as under:

Item No.	Particulars of the Items (Name, Make, Size, Model & weight etc.)	Rate per Unit	Approximately Qty.	Rate to be quoted	Taxes <u>GST</u>
1	2	3	4	5	6
1.	Supply Paper Ream thick white 500 sheets in a ream Original Mill packed all required size A Grade Mill, Please mentioned the name of Mill and Brand if any (rate per kg.) 70 GSM	Per Ream	150		
2.	Ledger Paper Ream 500 sheets in a ream, Original Mill packed All required size A Grade Mill, Please mentioned the name of Mill and Brand if any (rate per kg.) 80 GSM	Per Ream			
	A-4		150		
	A-3		50		
	FS		50		
3.	Supply paper Colour (Various Colours) 500 sheets in a ream Original Mill packed All required size 18 x 22 A Grade Mill, Please mentioned the name of Mill and Brand if any (rate per kg.)	Per Ream	100		

4.	Maplitho paper white Original mill packed (70 GSM) Rate may Quoted per Kg. A Grade Mill, Please mentioned the name of Mill and Brand if any	Per Ream	10			
5.	Bond paper 500 sheets in ream original mill packed A Grade Mill, Please mentioned the name of Mill and Brand if any, all size (rate per kg.) 80 GSM 457X558 mm	Per Ream	20			
	Excel Bond					
	Executive Bond		20			
	Sunlit Bond					
(b)	Bond Paper 70 GSM, size 210x297 mm	Per Ream				
6.(a)	Ruled Paper ranging from 60 GSM to 80 GSM all Size brand name (Rate per Kg.)					
(b)	Ruled Paper (one side printed as sample enclosed)					
7.	Photo Copier paper thick superior quality white (500 sheet in a Ream) mill packed only A Grade Mill, Please mentioned the name of Mill and Brand if any	Per Ream				
	70 GSM					
	A-4 size 210X297 mm		500			
	A-3 size 297X426 mm		30			
	F-S size 215X345 mm		20			
	75 GSM					
	A-4 size 210X297 mm		500			
	A-3 size 297X426 mm		20			
	F-S size 215X345 mm		10			
8.	Paper Envelop Superior Quality white	Per Thousand				
	Name of brand may also shown if any					
	6"X3 1/2"		1000			
	9"X4"		1000			
	6"X4" (DLP) Superior Quality		1000			
	6 1/2"X3 3/4"		5000			
	11"X5"		5000			
	12"X8"		5000			
	12"x10"		5000			
	14"X10"		2000			
	10"X4.5"		1000			
	16"X12"		1000			
9.	Paper Envelop Superior					

	Quality craft Per Thousand				
	Name of Brand may also Shown if any				
	6"X3 1/2"		1000		
	9"X4"		1000		
	7"X4"		1000		
	6 1/2"X3 3/4"		5000		
	11"X15"		1000		
	11"X5"		5000		
	12"X8"		5000		
	12"x10"		5000		
	14"X10"		2000		
	10"X4.5"		1000		
	16"X12"		1000		
10.	Window superior quality make envelopes size in inch	Per Thousand			
	Craft				
	9"X4"		500		
	11"X5"		500		
	White				
	9"X4"		500		
	11"X5"		500		
11.	Cloth Lined envelopes: Cloth lined envelopes made of only superior quality paper & super fine new Cloth (Size in inches)	Per Thousand			
	10"X4 1/2"		2000		
	11"X5"		2000		
	12"X10"		200		
	15"X11"		500		
	18"X14"		500		
	16"X12"		500		
	9 1/2"X4 1/2"		500		
	12"X6"		500		
12.	Laminated envelopes (100 gms)				
	9"x4"		2000		
	11"x5"		2000		
	12"x10"		500		
	15"x11"		500		
	14"x10"		500		
	16"x12"		500		
13.	PENCIL CARBON PAPER (Sapphire)	Per Pkt	50		
	(A) Size 201X330 mm		50		
	(B) Double Full Scale Size		20		
14.	Tread Ball	Per Pkt.	20		
15.	Rubber Band	Per Kg.	20		
16.	Apsara Drawing Pencil	Per Pkt.	50		
17.	File pads size 10"X15" having Board of 28oz with paper pasted on both side duly printed "AU, Kota" wide flap of binding cloth		2000		

	cover with 34" long white top of 1/2" width (till move) to be inserted in between straw and paper					
18.	Office File with green Lace standard size and fabrication duly printed "AU, Kota" together with other necessary matter which is generally printed size 24 cms. width & 38/40 cms length.	Per Piece	2000			
	Hand Made Paper					
	Card Sheet					
19.	Ruled Register (13 Sheets in a Quire) with ""AU"" printed on cover page Made of Superior paper	Per Piece				
	1 Qr.		50			
	2 Qr.		50			
	3 Qr.		100			
	4 Qr.		100			
	5 Qr.		50			
	6 Qr.		50			
20.	Gum Past White Superior Quality in Plastic Phials with Screw Cap Bottle	Per Piece				
	700 ml		50			
	150 ml		100			
21.	Ball Pen Superior Quality duly inscribed "AU, Kota" together with its original make and product	Per Piece	2000			
22.	All Pin Still Superior Perfect pointed	Per Packet				
	100 gm Weight		200			
23.	Clips 100 Nos./pkt.	Per Packet				
	30 MM					
	Highly Plated Triangular		100			
	Plastic coated		100			
	35 MM					
	Highly Plated Triangular		100			
	Plastic coated		100			
24.	Staff Attendance Register size 37x25 cms					
	14 Sheets	Each	40			
	28 Sheets	Each	20			
	35 Sheets	Each	20			
25.	Coloured Cello Tape length may please be mentioned					
	1/2 Inch width & length	Per Packet (12 each)	100			
	3/4 Inch width & length	Per Packet (12 each)	100			
	1 Inch width & length	Per Packet (12 each)	100			
26	Transparent Tape white					

	super quality length may please be mentioned				
	½ Inch width & length	Per meter	100		
	¾ Inch width & length	Per meter	100		
	1 Inch width & length	Per meter	100		
27.	Dispatch Register ledger paper with university name printed				
	100 Page	Each	20		
	200 Page	Each	15		
	300 Page	Each	15		
28.	Inward Register ledger paper with university name printed				
	100 Page	Each	20		
	200 Page	Each	15		
	300 Page	Each	15		
29.	Peon Book ledger paper with university name printed				
	100 Page	Each	20		
	200 Page	Each	20		
30.	Sealing wax superior quality (per kg)	Per Kg.	10		
31.	Slip pad Ruled				
	100 page each	Each	500		
	50 page each	Each	500		
	25 page each	Each	1000		
	10 page each	Each	500		
32.	Stapler Pin Packet	Per packet	100		
	10 No		50		
	24 No				
33.	Stapler machine	Per piece			
	10 No.		100		
	24 No.		50		
34.	Gum Stick	Per Piece			
	8 gm Weight		100		
	15 Weight		100		
35.	Transparency for OHP A-4 Size 210X297 mm Thickness 100 micron	Per Packet	5		
36.	OHP Marker Pen Set	Per Packet	5		
37.	Sketch Pens of 12 Pic	Per Packet	25		
38.	Four Folder File Cover	Per Piece	200		
39.	Erase-Ex Pen	One Piece	100		
40.	Fax Roll	Per Roll	10		
41.	Gel Pen	Per Piece			
	Blue		100		
	Black		100		
	Red		100		
42.	Plastic Mug				
	1 Ltr.	Each	100		
43.	Measuring Tape (50 mtr. & 30 mtr.) Freeman's	Each	100		
44.	File Cover Plastic	Each	500		

45.	Stamp Paid 110x70 mm	Each	20			
46.	Highlighter Pen	Pkt.	300			
47.	Pen drive					
	8, 16, 32 GB	Per Piece	500			
48.	Plastic Folder (L Shaped)	Per Pkt.	15			
49.	Thumb Pin	Per Pkt.	40			
50.	Paper Tray					
	45X30 cm	Per Piece	50			
51.	Clip Board	Per Piece	50			
52.	Soap (Dettol)	Per Piece	200			
53.	Colin	Per Piece	100			
54.	Dustbin (covered)					
	10 Ltr.	Per Piece	100			
	5 Ltr.	Per Piece	80			
55.	Door Mate					
	2X 1 1/2	Per Piece	100			
56.	Buckets PVC					
	15 ltr.	Per Piece	100			
	10 ltr.	Per Piece	200			
57.	Water Bottle Cello					
	2 Ltr.	Per Piece	200			
58.	Sutli for stitching gunny	Per Kg.	500			
59.	Field Cap	Per Piece	200			
60.						

- Taxes if not given separately, considered to be inclusive.

I/We hereby declare that I/ We have read carefully all the above mentioned Special Terms & Conditions of the tender items required and I/We agree to confirm these.

SIGNATURE OF THE TENDERER
WITH HIS FIRM'S RUBBER STAMP



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Date: 11.12.18

DECLARATION BY TENDERERS

I/ We declare that I am/We are bonafide/ Manufacturers/ Whole Sellers/ Sole Distributor/ Authorized dealer/ dealers/sole selling/ Marketing agent in the Goods/ Sores/ equipments for which I/ We have tendered.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Signature of the Tenderer

Annexure A : Compliance with the Code of integrity and No. Conflict of interest

Any person participating in procurement process shall-

- (a) Not offer any bribe reward or gift or any material benefits either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) Not indulge in any collusion, bid rigging or anti - competitive behavior to impair the transparency fairness and progress of the procurement process.
- (d) Not misuse any information share between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process.
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly to any part or to its property to influence the procurement process.
- (f) Not obstruct any in investigation or audit of a procurement process.
- (g) Disclose conflict of interest if any and;
- (h) Disclose any previous transgression with any entity in India or any other country during the last three year or any other procuring entity.

Conflict of interest:-

The bidder participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a party has interest that could improperly influence that party performance of official duties or responsibilities' contractual obligations or compliance with applicable laws and regulation.

- I. bidder may be considered to be in conflict of interest with one or more parties in a bidding process if including but not limited to:
 - a. Have controlling partners/ share holder in common; or
 - b. Receive or have received any direct or indirect subsidy form any to Them or;
 - c. Have the same legal representative for purpose of the bid; or

- d. Have the relationship with each other directly or through common third Parties that put them in a position to have access to information about or Influence the decisions of the producing entity regarding the bidding process;
- e. The bidder participates in more than one bid in bidding process participation By a bidders in more than one bid will result in the disqualification of all bids in which the bidders in involved. However this does not limit the Inclusion of the same subcontractor, not otherwise participating as a Bidders, in more than one bid; or
- f. The bidders or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or Services that are a subject of the bid; or
- g. Bidders or any of the affiliates has been hired (or is proposed to be hired) by The procuring entity as engineer-in- change/consultant for the contract.

Annexure B : Declaration by the Bidders regarding Qualifications

Declaration by the Bidders

In relation to my/our Bid submitted to.....for procurement of.....
in response to their notice inviting Bids No.....Dated..... I/we
here by declare under section 7 of Rajasthan Transparency in public procurement act,
2012, that;

1. I/we possess the necessary professional, technical, financial and managerial Recourse and competence required by the bidding Document issued by the Procuring entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union And the state government or any local authority as specified in the bidding document.
3. I/we are not insolvent in receivership, bankrupt or being wound up, not have my/our affair administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding for any of the foraging reasons.
4. I/we are not having and our directors and officers not have been convicted of any Criminal offence related to my/our professional conduct or the making of false Statement or misrepresentation as to my/our qualifications to enter in to a Procurement contract within a period of three year preceding the commencement Of this procurement process or not have been otherwise disqualified pursuant to Debarment proceeding.
5. I/we do not have a conflict of interest as specified in the act, Rules and the bidding Document, which materially affects fair competition.

Dated:

Place:

Signature of Bidder

Name:

Designation:

Address:

Annexure C : Grievance Redresses during procurement Process

The Designation and address of the first appellate authority is **Vice-Chancellor, Agriculture University, Kota.**

The designation and address of the Second appellate authority **Board of Management.**

(1) Filing an appeal:-

If any bidders or prospective bidders is aggrieved that any decision action or omission of the procuring entity is in contravention to the provisions of the act or the rules or the Guidelines issued there under, he may file an appeal to first appellate authorities as specified in the bidding document within a period of ten days from the dated of such Decision of action, omission as the case may be clearly giving the specific ground or ground on which he feels aggrieved:-

Provide that after the declaration of a Bidder as successful the appeal may be filed who has participated in procurement proceeding:

Provide further that in case Procuring entity evaluates the technical Bid Before the opening of the financial Bids, an appeal related to the matter of financial Bids may be filed only by a Bidder whose technical Bids is found to be acceptable.

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the dated of the appeal.
- (3) If the officer designated under Para(1) fails to dispose of the appeal filed within the period specified in Para (2) or if the Bidder or prospective Bidder or the procuring entity is aggrieved by the under passed by the first appellate authority the Bidder or prospective Bidder the procuring entity as the case may, be file a second appeal to second appellate authority specific in the Bidder Document in this be help within fifteen days from the expiry of the period specified in Para (2) or of the dated of receipt of the order passed by the first appellate authority as the case may be.

(4) Appeal not to lie in certain case

No appeal shall lie against any decision of the procuring entity relating to the following matter namely:-

- a) Determination of need of procurement;
- b) Provisions limiting participation of Bidders in the Bid Process;
- c) The decision of whether or not to enter into negotiations;
- d) Cancellation of the procurement process;

e) Applicability of the provisions of confidentiality.

(5) Form of Appeal:-

- a) An appeal under Para (1) or (3) above shall be in the annexed form along, With as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, Affidavit verifying the fact stated in the appeal and proof of payment of fee.
- c) Every appeal may be presented to first appellate authority or second Appellate authority as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal:-

- a) Fee for first appeal shall be rupees two thousand five Hundred and for Second appeal shall be rupees ten thousand which shall be non-refundable.
- b) The fee shall be paid in the form of Bank demand draft of banker's cheque of a scheduled Bank in India payable in the name of appellate concerned.

(7) Procedure for Disposal of appeal:-

- a) The first appellate authority or second appellate authority, as may case may Be, upon filing of appeal, shall issue notice accompanied by copy of appeal, Affidavit and document, if any to the respondents and fix dated of hearing.
- b) On the dated fixed for hearing the first appellate authority or second appellate authority, as the case may be shall;
 - (i) Here all the parties to appeal present before him and;
 - (ii) Peruse or inspect document, relevant record or copies there of relating to be matter.
- c) After hearing the parties perusal or inspection of document and relevant record or copies there of relating to the matter, the appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal fee of cost.
- d) The order passed under sub-clause © above shall also be placed on the state public procurement portal.

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided the financial Bid is substantially responsive, the procuring entity will correct arithmetical errors during evolution of financial Bid on the following basis:-

- I. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is a obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- II. If there is a error in a total corresponding to the addition or subtraction of subtotals the subtotal shall prevail, and the total shall be corrected; and
- III. If there is a discrepancy between words and figures the amount in word shall prevail, unless the amount expressed in word is related to an arithmetic error in which case the amount is figure shall prevail subject to (i) and (ii) above. If the Bidder that the submitted the lowest evaluated Bid does not accepted the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid securing declaration shall be exculpated.

2. Procuring Entity's Right to vary Quantities:-

- I. At the time of award to contract the quantity of goods, work of services originally specified in the Bidding document may be increased or decreased by a Specified percentage but such increased or decreased shall not exceed twenty percent of the quantity specified in the Bidding document it shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- II. If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding document due to change in circumstance, the Bidder shall not be entitled for any claim of compensation except otherwise provide in the conditions of contract.
- III. In case of procurement of Goods or services additional quantity may be procured by placing a repeat order on the rate and conditions of the original order. However the additional quantity shall not be more than 25% percent of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the suppliers fail to do so, the procuring entity shall be

free to arrange for the balance supply by Limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one Bidder at the time of award (in case of procurement of goods):-

As a general rules all the quantities of the subject matter of predicament shall be procured form the Bidder, whose Bid is accepted. However when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to delvers the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, is such case, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rate of the Bidder, whose Bid is accepted.

**Memorandum of appeal under the Rajasthan Transparency in
public procurement Act, 2012**

Appeal No..... of.....

Before the..... (First/second Appellate Authority)

1. Particulars of appellant:-

- i. Name of the appellant :
- ii. Official address, if any :
- iii. Residential address :

2. Name and address of the respondent (s):

- i.
- ii.
- iii.

3. Number and dated of the order appalled against:

And name and designation of the officer/ authority

Who passed the order (enclose copy), or a

Statement of a decision action or omission of the

Procuring entity in contravention to the provisions of the act

By which the appellant is aggrieved:

4. If the Appellant proposed to be represented by a representative

The name and postal address of the representative:

5. Number of affidavits and document enclosed with the appeal:

6. Ground of appeal:

.....
.....(Supported By an affidavit)

7.Prayer

.....

Place.....

Dated.....

Appellant Signature

AGREEMENT

1. An agreement made this day of between M/s.....(hereinafter called "**the approved Supplier**", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the *Agriculture University, Kota* of the State of Rajasthan, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved supplier has agreed with the University to supply the at its Head Office as well as at branches offices throughout Rajasthan, all those supply of stationary items set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in order no..... Date.....
3. And whereas the approved supplier has deposited a sum of Rs.vide Demand Draft No..... dated:.....as security deposit/ performance security.
4. Now these Presents witness:
 - I. In consideration of the payment to be made by the University through Cheque at the rates set forth in the order.....Date.....the approved supplier will duly supply the said stationary items set forth in supply order issued by this office & Subordinate offices thereof in the manner set forth in the conditions of the tender and contract.
 - II. *The conditions of the tender and contract for open tender enclosed to the tender notice No..... dated.....are also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.*
 - III. Letters No.....received from tenderer and letters No. issued by the University and appended to this agreement shall also form part of this agreement.
 - IV.
 - A. The University do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the University will through..... pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
 - B. The mode of Payment will be as specified below:-
 1. After 7 days from submission of supply bill & satisfactory completion of supply as per order
 2. The delivery shall be effected and completed within the period mentioned in the supply order:
5. In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-

1. Delay upto one fourth period of the prescribed period.	2½%
2. Delay exceeding one fourth but not exceeding half of the prescribed period.	5%
3. Delay exceeding half but not exceeding three fourth of the prescribed period.	7½%
4. Delay exceeding three fourth of the prescribed period.	10%

Note:-

- I. Fraction of a day in reckoning period of delay in supply shall be eliminated if it is less than half a day.
 - II. The maximum amount of agreed liquidated damages shall be 10%.
 - III. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - IV. Delivery period may be extended with or without liquidated damages if the delay in the supply is on account of hindrances beyond the control of the tenderer.
- 6 Estimated supply cost in currency of rate contract period in Rs. 5.00 Lacs but no minimum quantity /cost in guaranteed and no compensation shall be paid for this Tenderer have to fulfil the work on tendered/ approved rate in place, time and period as given by officer at various units of "Agriculture University, Kota".
 - 7 Rate contract may be extended for further one year if the performance is found satisfactory and market prices shall not fluctuate significantly & after approval of Hon'ble Vice-Chancellor.
 - 8 Security deposit/ Performance security shall be refunded soon after successful completion of Rate Contract. No interest shall be given on this & after.
 - 9 Security deposit/ Performance Security shall be 5% of order of supply value. Earnest money will adjusted towards this if tenderer wishes so and remaining shall be submitted in the form of D.D. on the same day of the agreement. Failing which empower the university to forfeit the earnest money and cancel the tender. If tenderer wants to refund the earnest money, he shall submit the security in full.
 - 10 All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the University and the decision of the University shall be final.
 - 11 In case any matter is silent, it shall be governed by RTPPR-2013 (Rajasthan Transparency in Public Procurement Rules, 2013 to be seen on Finance Department website www.financerajasthan.gov.in)

In witness whereof the parties hereto have set their hands on the..... day of2016.....

Signature of the approved supplier.

Signature for and on behalf of University
Designation

Date:

Witness No. 1

Witness No. 1

Witness No. 2

Witness No. 2



कृषि विश्वविद्यालय कोटा
AGRICULTURE UNIVERSITY KOTA
बोरखेडा, बांरा रोड, कोटा 324001 (राज.)
Borkhera, Baran Road, Kota 324001 (Raj.)

Tel : 0744-2321205
Fax : 0744-2321205
Email:auKota2013@gmail.com

No. F. ()/AU/Kota/2018-19/1181-85

Date: 11-12-18

खुली निविदा सूचना संख्या.....2.....2018-19

कृषि विश्वविद्यालय, कोटा एवं इसके अधीन इकाईयों/कार्यालयों के लिये स्टेशनरी (अनुमानित राशि लगभग रुपये 5.00 लाख) आपूर्ति हेतु आगामी 12 माह के लिये विनिर्माताओं /अधिकृत विक्रेताओं/सदभावी आपूर्तिदाताओं से वार्षिक दर संविदा करने हेतु मुहरबन्द निविदाएँ आमन्त्रित की जाती है। निविदा से सम्बन्धित समस्त जानकारी व शर्तें <http://sppp.rajasthan.gov.in> तथा विश्वविद्यालय की वेबसाइट <http://aukota.org> पर देखी जा सकती है।


वित्त नियंत्रक

प्रतिलिपी सम्पादक..... को प्रेषित कर लेख है कि उक्त निविदा का प्रकाशन क्षेत्रीय समाचार पत्र में सूचना एवं जनसम्पर्क विभाग द्वारा अनुमोदित दर पर न्यूनतम साईज में प्रकाशन की व्यवस्था करावें।


वित्त नियंत्रक



कृषि विश्वविद्यालय कोटा AGRICULTURE UNIVERSITY KOTA

बोरखेडा, बांरा रोड, कोटा 324001 (राज.)
Borkhera, Baran Road, Kota 324001 (Raj.)

Tel : 0744-2321205
Fax : 0744-2321205
Email: auKota2013@gmail.com

No. F. ()/AU/Kota/2018-19/ 11181-85

Date: 11-12-18

खुली निविदा सूचना संख्या.....2.....2018-18


कृषि विश्वविद्यालय, कोटा एवं इसके अधीन इकाईयों/कार्यालयों के उपयोग के लिये निम्न सामग्री आपूर्ति हेतु आगामी 12 माह के लिये विनिर्माताओं/अधिकृत विक्रेताओं/सदभावी आपूर्तिदाताओं से वार्षिक दर संविदा करने हेतु निम्न प्रकार मोहरबन्द निविदाएं आमन्त्रित की जाती हैं। निविदा प्रपत्र निर्धारित शुल्क जमा कर कार्यालय समय में किसी भी कार्य दिवस को अन्तिम दिनांक 21.12.2018 तक सायं 12:00 P.M. बजे तक प्राप्त किये जा सकते हैं। पूर्ण रूप से भरी हुई निविदाएं कार्यालय में दिनांक 21.12.2018 को 01:00 P.M. बजे तक जमा करायी जा सकती हैं। प्राप्त निविदायें उसी दिन अपराह्न 02:00 पर उपस्थित निविदादाताओं के समक्ष खोली जावेगी। अमानत राशि का डी.डी. या पे-आर्डर, वित्त नियंत्रक, कृषि विश्वविद्यालय, कोटा के पक्ष में देय निविदा फार्म के साथ संलग्न करना अनिवार्य होगा। किसी भी निविदा/समरत निविदाओं को स्वीकृत/अस्वीकृत करने का अधिकार विश्वविद्यालय में निहित होगा। निविदादाताओं द्वारा निविदा फार्म व शर्तें <http://sppp.rajasthan.gov.in> तथा विश्वविद्यालय की वेबसाइट <http://aukota.org> से भी प्राप्त की जा सकती हैं। यदि निविदायें उक्त वेबसाइट से डाउनलोड की हैं तो निविदा प्रपत्र जमा कराने के साथ ही विहित राशि जमा कराना या निविदा के साथ संलग्न करना अनिवार्य है अन्यथा निविदाओं पर विचार नहीं किया जायेगा।

क्र. सं.	सामग्री का नाम	अनुमानित मूल्य	अमानत राशि	निविदा शुल्क
1.	स्टेशनरी एवं अन्य सामग्री आपूर्ति कार्य	5,00,000/-	10,000/-	500/-


वित्त नियंत्रक

प्रतिलिपी: निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है

1. निजी सचिव माननीय कुलपति महोदय, कृषि विश्वविद्यालय, कोटा।
2. सदस्य क्रय समिती.....।
3. प्रभारी अधिकारी, भण्डार/ भण्डारपाल, कृषि विश्वविद्यालय, कोटा।
4. सूचना पट्ट, कृषि विश्वविद्यालय, कोटा।


वित्त नियंत्रक